

1 OSTERGAR LAW GROUP P.C.  
2 John E. Lattin IV (State Bar No. 167876)  
3 9110 Irvine Center Drive  
4 Irvine, California 92618  
5 Telephone: (949) 305-4590  
6 Facsimile: (949) 305-4591

*To be Admitted Pro Hac Vice:*  
7 HOWARD, LEWIS & PETERSEN, P.C.  
8 KENNETH PARKINSON (UT Bar No. 6778)  
9 PETER L. LATTIN (UT Bar No. 12152)  
10 120 East 300 North Street  
11 Provo, Utah 84606  
12 Telephone: (801) 373-6345  
13 Facsimile: (801) 377-4991

14 Attorneys for Defendants,  
15 LEGALLY MINE, LLC

11 **IN THE UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**

14 KASRA ELIASHIEH, M.D., on behalf  
15 of himself and all others similarly  
16 situated,

17 Plaintiff,

18 vs.

19 LEGALLY MINE, LLC,

20 Defendant.

Case No.: 3:18-cv-03622-JSC

**CORRECTED**  
**DECLARATION OF JAROM**  
**HILLERY RE LEGALLY MINE,**  
**LLC'S REGISTRATION OF**  
**ARBITRATION CLAUSE WITH**  
**AAA**

**Date: February 27, 2020**

**Time: 9:00 A.M.**

**CTRM: F. 15<sup>th</sup> Fl.**

**Judge: Hon. Jacqueline S. Corley**

1 I, Jarom Hillery, declare:

2 1. I am an attorney licensed to practice in Utah. I work as in-house counsel to Legally  
3 Mine, LLC, and I am primarily involved with the company's transactional matters. I have personal  
4 knowledge of the information contained in this declaration, and if called upon to testify, I could do  
5 so competently.

6 2. On or around January 28, 2020, I accessed the American Arbitration Association  
7 ("AAA") Website at <https://www.adr.org/>.

8 3. I registered the arbitration clause attached as Exhibit A to this declaration.

9 4. A copy of the receipt and confirmation from AAA is attached as Exhibit B to this  
10 declaration.

11 5. Legally Mine, LLC does not sell products or services for personal or household uses.  
12 It provides asset protection services for business owners who provide professional services to others  
13 as their primary commercial endeavor.

14 6. When drafting the arbitration clause, Legally Mine, LLC was unaware of the AAA  
15 National Registry requirements for consumer arbitrations.

16 7. It drafted the clause expecting that future disputes would involve disagreements  
17 between commercial entities.

18 8. To my knowledge, Legally Mine, LLC has few, if any customers who retain services  
19 for any purpose outside of their commercial business endeavors.

20 9. In fact, Legally Mine, LLC does not generally provide any services for personal or  
21 household uses.

22 10. Our services are provided to individuals in furtherance of their commercial business  
23 endeavors.

24 11. Because Plaintiff has demanded arbitration under the consumer rules, registering the  
25 clause now creates a risk that every dispute referred to the AAA will result in default to the  
26 consumer rules.

27 12. Placing the clause on the AAA National Consumer Registry unfairly disadvantages  
28 Legally Mine, LLC in its relationships with all of its other business customers outside of this case.

1           13. Legally Mine, LLC may be required to rely on AAA appeal procedures in every  
2 arbitrated dispute to establish that the AAA commercial rules apply.

3           14. Despite this, Legally Mine, LLC has registered its clause with the AAA in an effort  
4 to take every possible step to pursue arbitration with Plaintiff.

5           I declare under penalty of perjury under the laws of the United States that the foregoing is  
6 true and correct, and that this declaration was signed by me at Provo Utah on February 4, 2020.

7 

8  
9 By: /s/ Jarom Hillery

10 Jarom Hillery  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit A**

**If this is a commercial transaction, the following applies:**

By execution of their Agreement (the "Agreement"), purchaser/customer ("Customer") and Legally Mine, ("Company") hereby agree that any and all disputes that arise between them concerning this Agreement or any of the terms of this Agreement, or that concern any aspect of the relationship between Customer and Company, shall be decided exclusively in binding arbitration conducted in the state of Utah by the American Arbitration Association ("AAA"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Customer and Company further agree that each party will bear his/her/its own costs and attorneys' fees incurred in connection with the AAA arbitration proceeding, and agree that the AAA arbitrator shall have no power or discretion to make any award of costs or attorneys' fees. By agreeing to arbitration, you waive any right or authority for any claims to be arbitrated as a class action.

**If this is a consumer transaction, the following applies:**

By execution of their Agreement (the "Agreement"), purchaser/customer ("Customer") and Legally Mine, ("Company") hereby agree that any and all disputes that arise between them concerning this Agreement or any of the terms of this Agreement, or that concern any aspect of the relationship between Customer and Company, shall be decided exclusively in binding arbitration conducted by the American Arbitration Association ("AAA"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. By agreeing to arbitration, you waive any right or authority for any claims to be arbitrated as a class action.

**Exhibit B**





Jarom Hillery <jarom@legallymineusa.com>

---

## Transaction Receipt from American Arbitration Association for \$500.00 (USD)

---

**Auto-Receipt** <noreply@mail.authorize.net>  
Reply-To: Corporate Finance <corpfinance@adr.org>  
To: Dan McNeff <jarom@legallymineusa.com>

Tue, Jan 28, 2020 at 3:06 PM

### Order Information

Description: AAA Consumer Clause Registry Fee

---

### Billing Information

Dan McNeff  
113 E. 750 N.  
Orem, UT 84097  
US  
[jarom@legallymineusa.com](mailto:jarom@legallymineusa.com)  
801 477 1750

### Shipping Information

Dan McNeff  
113 E. 750 N.  
Orem, UT 84097  
US

---

**Total: \$500.00 (USD)**

### Payment Information

Date/Time: 28-Jan-2020 17:06:04 EST  
Transaction ID: 62158694088  
Payment Method: Visa xxxx3572  
Transaction Type: Purchase  
Auth Code: 048917

Merchant Contact Information  
American Arbitration Association  
New York, NY 10271  
US  
[corpfinance@adr.org](mailto:corpfinance@adr.org)



Jarom Hillery <jarom@legallymineusa.com>

---

## Consumer Clause Registration Confirmation.

---

do-no-reply@adr.org <do-no-reply@adr.org>  
To: consumerreview@adr.org

Tue, Jan 28, 2020 at 3:06 PM

Thank you for submitting your consumer arbitration clause(s) for review by the AAA. An invoice acknowledging receipt of your payment of the non-refundable Consumer Clause Review and Registry fee will be sent to the email address of the individual identified as the recipient for communications related to the clause registry. We will review the materials you have submitted to determine if they are in material compliance with the Consumer Due Process Protocol(Consumer Protocol), and you can expect to hear from the AAA again within approximately + 30 days regarding that review. If the AAA determines that your arbitration clause is materially compliant with the Consumer Protocol, you will be advised that your clause and company name will be posted to the Registry. If the AAA determines that your arbitration clause is not materially compliant with the Consumer Protocol, the AAA will advise you of the issue that resulted in a determination not to administer arbitrations arising out of your clause. You will also be provided with information about your options to correct the identified deficiency.

If you have any additional questions regarding your submission or the Registry, please email the AAA at [consumerreview@adr.org](mailto:consumerreview@adr.org).

Thank you,

The AAA ConsumerTeam

### Company Information

Business: Legally Mine, LLC

### Business Contact

First Name: Jarom

Last Name: Hillery

Company: Legally Mine, LLC

Email Address: [jarom@legallymineusa.com](mailto:jarom@legallymineusa.com)

Address 1: 1337 E 750 N

City: Orem

State: ut

Zip Code: 84097

Telephone: 001/8552091798/126

Fax: 001/8888016454

### Contact Information for Display on Consumer Clause Registry

Company: Legally Mine, LLC

Arbitration Clause Information

The name/title of consumer arbitration clause: Arbitration Clause for registration.pdf

Arbitration Agreement

Please find enclosed the attachment.



**Arbitration Clause for registration.pdf**

29K



**PROOF OF SERVICE**

I am at least 18 years of age, and not a party to the within action. I am a resident of or employed in the County of Orange, State of California. My address is 9110 Irvine Center Drive, Irvine, California 92618. My electronic address is: aostergar@ostergar.com

On February 5, 2020, I served the foregoing document(s) described as:

**SUPPLEMENTAL DECLARATION OF JAROM HILLERY IN SUPPORT OF MEMORANDUM IN OPPOSITION TO MOTION TO REINSTATE CASE**

on the interested parties identified in this action by the means of service designated below:

David Michael Rosenberg-Wohl Hershenson Rosenberg-Wohl, APC 315 Montgomery St., 8th Fl. San Francisco, CA 94104 415-829-4330 Email: david@hrw-law.com	<i>Attorneys for Plaintiff</i>
--	--------------------------------

— (By Mail Service) By depositing the sealed envelope(s) with the United States Postal Service at Yorba Linda, CA, with postage thereof fully paid. (C.C.P. §1013 and/or §1101 et seq.)

X (By Electronic Transmission) I caused the described document(s) described ~~herein~~ electronically transmitted and served via the Pacer system. The above-listed counsel have consented to electronic service and have been automatically served by the Notice of Electronic Filing which is automatically generated by CM/ECF at the time said document was filed, and which constitutes service pursuant to FRCP 5(b)(2)(E) and L.R. 5-1(h).

— (By Overnight Courier) Pursuant to C.C.P. §1013(c)(d)), I caused described document(s) to be deposited in a box or other facility regularly maintained by the express service carrier, or delivered to an authorized courier or driver authorized by an express service carrier to receive documents, in an envelope or package designated by that express service carrier with delivery fees paid or provided for, and addressed to the person(s) as indicated above on (Date:) August 3, 2015, at (Location:) FedEx 5645 E. La Palma Avenue, Suite 165, Anaheim, CA 92807.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 5, 2020, at Irvine, California.

*/s/ Christina Slovenec*

CHRISTINA SLOVENEC